

mc 6/11/12 2:07:12
DK P BK 152 PG 306
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Space Above Line for Recording Data

Prepared by:
Adams & Edens
Foreclosure Department
2001 Creek Cove, Suite A
Brandon, MS 39042
601-825-9508

mc Return to:
Adams & Edens
Foreclosure Department
2001 Creek Cove, Suite A
Brandon, Mississippi 39042
601-825-9508

Grantor: First Tennessee Bank National Association

Grantee: Nationstar Mortgage LLC

Document Title: Power of Attorney

5

*** Certified Copy Page ***

STATE OF MISSISSIPPI, RANKIN COUNTY

I, LARRY SWALES, Chancery Clerk of the above named
County, and State, do certify that the forego is a TRUE and
CORRECT copy of the original as appears in:
POA BOOK - 2012, AT PAGE - 1605 in said court.

Witness my hand and seal this 8 Day of May, 2012.

C Edwards P.C.

LARRY SWALES, Chancery Clerk
Rankin County, Mississippi



Printed: 05-08-2012 12:30:58 PM

Optical file reference: K645.7DC

LIMITED POWER OF ATTORNEY

2012 1605
Recorded in the Above
POA Book & Page
05-08-2012 12:29:22 PM
Larry Swales - Chancery Clerk
Rankin County, MS

WHEREAS, on June 21, 2011, First Tennessee Bank National Association ("Owner") as Owner and Master Servicer and Nationstar Mortgage LLC ("NSM") as Servicer and Subservicer entered into a Subservicing Agreement ("Agreement"); and

DK P BK 152 PG 308

WHEREAS, in order to carry out the intent and purposes of that Agreement Owner executed Limited Powers of Attorney ("LPOA") appointing NSM its true and lawful attorney in fact, with full power of substitution for the purposes stated therein; and

WHEREAS, Owner and NSM determined that the form of the LPOA contained an error in properly describing the parties; and

WHEREAS, Owner desires to correct said error by executing this replacement Limited Power of Attorney and to ratify and approve all actions taken by NSM consistent with the terms of the LPOA under the authority of the LPOA.

NOW THEREFORE, Owner hereby executes the attached LPOA in substitution of and replacement of that LPOA dated June 30, 2011.

KNOW ALL MEN BY THESE PRESENTS, that First Tennessee Bank National Association in order to carry out the intent and purposes of that certain Subservicing Agreement ("Agreement") executed June 21, 2011 between Nationstar Mortgage LLC and First Tennessee Bank National Association ("Owner") (for purposes of this document, Owner's name may appear as First Horizon Home Loans, a division of First Tennessee Bank National Association; First Tennessee Bank National Association, successor through merger with First Horizon Home Loan Corporation; or First Tennessee Bank National Association), and in accordance with the provisions of said Agreement, does hereby appoint Nationstar Mortgage LLC and any of its affiliates, and the officers, employees and agents of each ("NSM"), as its true and lawful attorney-in-fact, with full power of substitution:

a. to endorse the name of Owner, without recourse, upon any and all notes, checks, drafts or other instruments and vehicles of the payment of money received or to be received by or on behalf of NSM in payment of or on any Mortgage Loan serviced by NSM or insurance proceeds resulting from any insurance on the Mortgaged Property, and to take any and all action necessary to perfect the interest of Owner in any Mortgaged Loan serviced by NSM pursuant to the Agreement;

b. to endorse or cause to be endorsed, execute, acknowledge and deliver any security instrument, assignment, instruments of conveyance including conveyance of title to real estate owned satisfactions, release (full or partial), loan modification agreements, subordinations, loan assumption agreements, Property achievement agreements or any other documents necessary to establish and protect all rights, title and interest of Owner in, to and under such Mortgage Loan, including, but not limited to foreclosure proceedings;

c. to execute and deliver affidavits of debt, substitutions of counsel, non-military affidavits, notices of rescission, transfer tax affidavit, affidavits of merit, verification of

DKP BK152 pg 309

complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Owner in connection with foreclosure, bankruptcy and eviction actions;

d. to take action with respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- i. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- ii. the preparation and issuance of statements of breach or non-performance;
- iii. the preparation and filing of notices of default and/or notices of sale;
- iv. the cancellation/rescission of notices of default and/or notices of sale;
- v. the taking of a deed in lieu of foreclosure; and

e. to take such other action as may be deemed desirable by NSM or as may be necessary to service the Mortgage Loan in accordance with Applicable Requirements.

NSM shall indemnify, defend and hold harmless Owner and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by NSM (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the Attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

This Limited Power of Attorney, and all authority granted hereunder, shall be in full force and effect until either (i) terminated in writing by Owner or (ii) without further action by Owner automatically upon the termination in full of the Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the above referenced Agreement.

This Limited Power of Attorney shall be binding upon Owner and its successors and assigns, and shall inure to the benefit of NSM, and its successors and assigns.

IN WITNESS WHEREOF, Owner has caused its name to be subscribed hereto by its authorized officer and its seal is to be affixed by its Secretary, this 20th day of March, 2012.

Signed and Acknowledged
In the presence of the following witnesses:

First Tennessee Bank
National Association

DK P BK 152 PG 310

Selma A. Forester
Witness

[Signature]
Witness

C.W. Rutledge
C.W. Rutledge
Senior Vice President and
Assistant General Counsel

Attest:
[Signature]
Shannon Hernandez
Assistant Corporate Secretary



STATE OF TENNESSEE

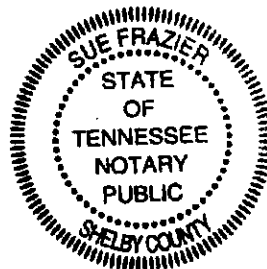
COUNTY OF SHELBY

On 3/20/2012 before me SUE FRAZIER, a Notary Public, personally appeared C.W. RUTLEDGE, Senior Vice President and Assistant General Counsel of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within document and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the document the person(s) or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public: [Signature]

My Commission Expires: December 13, 2015



[Signature]
Chancery Clerk

Rankin County, MS
I certify this instrument was filed on
05-08-2012 12:29:22 PM
and recorded in POA Book
2012 at pages 1605 - 1607
Larry Swales - Chancery Clerk